

AGENDA BILL APPROVAL FORM

Agenda Subject: Resolution No. 4526 Approve Award of JAG Grant & Interlocal Agreement w/ City of Seattle Police Department		Date: September 9, 2009
Department: Administration/Police	Attachments: Resolution No. 4526 & Interlocal Agreement	Budget Impact: \$161,101
Administrative Recommendation: City Council adopt Resolution No. 4526.		
Background Summary: <p>The City of Auburn submitted to the City of Seattle Police Department (regional grant coordinating agency for JAG funds) an application for a Byrne Memorial Justice Assistance grant, U.S. Department of Justice in the amount of \$161,101. The City's grant application was comprised of funding requests for three programs: 1) Police Department "community policing" program (\$40,000), 2) Municipal Court's "alternative to incarceration" mental health and substance abuse program (\$50,000), and 3) installation of a video surveillance system for the new city parking facility (\$71,101). The U.S. Department of Justice has provided notification of approval of the City of Auburn's grant application in the amount requested. As a result, the City needs to execute the attached agreement with the City of Seattle in order to receive this federal grant funding.</p> <p>P0921-2</p> <p>F5.4.1</p>		
Reviewed by Council & Committees: <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> Arts Commission <input type="checkbox"/> Airport <input type="checkbox"/> Hearing Examiner <input type="checkbox"/> Human Services <input type="checkbox"/> Park Board <input type="checkbox"/> Planning Comm. </div> <div style="width: 45%;"> COUNCIL COMMITTEES: <input checked="" type="checkbox"/> Finance <input checked="" type="checkbox"/> Municipal Serv. <input type="checkbox"/> Planning & CD <input type="checkbox"/> Public Works <input type="checkbox"/> Other _____ </div> </div>		Reviewed by Departments & Divisions: <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> Building <input type="checkbox"/> Cemetery <input checked="" type="checkbox"/> Finance <input type="checkbox"/> Fire <input checked="" type="checkbox"/> Legal <input type="checkbox"/> Public Works <input type="checkbox"/> Information Services </div> <div style="width: 45%;"> <input type="checkbox"/> M&O <input type="checkbox"/> Mayor <input type="checkbox"/> Parks <input type="checkbox"/> Planning <input type="checkbox"/> Police <input type="checkbox"/> Human Resources </div> </div>
Action: Committee Approval: <input type="checkbox"/> Yes <input type="checkbox"/> No Council Approval: <input type="checkbox"/> Yes <input type="checkbox"/> No Call for Public Hearing ____/____/____ Referred to _____ Until ____/____/____ Tabled _____ Until ____/____/____		
Councilmember: Backus		Staff: Kelly/Wilson
Meeting Date: September 21, 2009		Item Number: VIII.B.2

RESOLUTION NO. 4 5 2 6

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO ACCEPT GRANT FUNDS FROM THE U.S. DEPARTMENT OF JUSTICE FOR BYRNE MEMORIAL GRANT AND ACCEPTANCE OF AN INTERLOCAL AGREEMENT WITH THE CITY OF SEATTLE POLICE DEPARTMENT

WHEREAS, the U.S. Department of Justice has made available to local jurisdictions on a statewide formula basis Byrne Memorial Justice Assistance Grant (JAG) funds through the federal Recovery Act; and

WHEREAS, the JAG grant application process was coordinated and is being administered on a regional level by the City of Seattle Police Department (Seattle PD); and

WHEREAS, the City of Auburn submitted to Seattle PD a joint application to fund three programs: 1) the Police Department "community policing" program (\$40,000), 2) the Municipal Court's "alternative to incarceration" mental health and substance abuse program (\$50,000), and 3) installation of a video surveillance system for the new city parking facility (\$71,101); and

WHEREAS, the U.S. Department of Justice announced the award of the collective grant application submitted by Seattle PD, including the City of Auburn's grant application in the total amount of \$161,101; and

WHEREAS, Seattle PD submitted to the City Auburn an interlocal agreement for the acceptance of this grant award.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Purpose. The Auburn City Council does hereby accept the U.S Department of Justice offer of a grant in the amount of One Hundred Sixty One Thousand One Hundred and One dollars (\$161,101) for a Byrne Memorial Justice Assistance Grant.

Section 2. Implementation. The Mayor of the City of Auburn is hereby authorized to sign the Interlocal Agreement with the City of Seattle Police Department for the administration of the grant which is attached hereto and identified as Exhibit "A", authorizes the Mayor to implement such administrative procedures as may be necessary to carry out the directions of this Resolution and further authorizes the amendment of the respective department's budgets which is attached hereto and identified as Exhibit "B".

Section 3. Effective Date. This Resolution shall take effect and be in full force upon passage and signatures hereon.

DATED and SIGNED THIS _____ DAY OF _____, 2009.


CITY OF AUBURN

ATTEST:

PETER B. LEWIS,
MAYOR

Danielle E. Daskam,
City Clerk

APPROVED AS TO FORM:



Daniel B. Heid,
City Attorney

Interagency Agreement

BJA FY 09 Recovery Act: Edward Byrne Memorial Justice Assistance Grant Program Local Solicitation

Executed by
Seattle Police Department (SPD), a department of the
City of Seattle, hereinafter referred to as "SPD",
Department Authorized Representative: Diane Pilon
610 5th Avenue
PO Box 34986
Seattle, WA 98124-4986

and

City of Auburn, hereinafter referred to as "Recipient",
Department Authorized Representative: Scott Near
25 W Main St
Auburn, WA 98001-4988

IN WITNESS WHEREOF, the parties have executed this Agreement by having their representatives affix their signatures below.

CITY OF AUBURN

SEATTLE POLICE DEPARTMENT

Peter B. Lewis, Mayor

John Diaz, Interim Chief of Police

Date: _____

Authorized by:

Grant Program: *Edward Byrne Memorial Justice Assistance Grant (JAG) Program*

WHEREAS, the Justice Assistance Grant (JAG) Program funded under the Recovery Act is the primary provider of federal criminal justice funding to state and local jurisdictions; and

WHEREAS, the JAG Program funded under the Recovery Act supports all components of the criminal justice system, from multi-jurisdictional drug and gang task forces to crime prevention and domestic violence programs, courts, corrections, treatment, and justice information sharing initiatives; and

WHEREAS, the United States Congress authorized \$1,970,933,000 in the Justice Assistance Grant (JAG) Program part of the American Recovery and Reinvestment Act of 2009 ("ARRA"); and

WHEREAS, 18 jurisdictions in King County were required to apply for an ARRA JAG Program award with a single, joint application; and

WHEREAS, the City, as the identified Fiscal Agent, submitted the joint application to the Bureau of Justice Assistance on May 18, 2009 to request JAG Program funds; and

WHEREAS, based on the City's successful application, the Bureau of Justice Assistance has awarded \$4,882,208 to the City from these JAG Program funds; and

WHEREAS, pursuant to the terms of the grant whereby the City, as the identified Fiscal Agent for this award, is to distribute grant funds to co-applicants, the City intends to transfer some of the ARRA funds it receives to those co-applicants; and

WHEREAS, the City is not obligated to continue or maintain ARRA grant funding levels for the JAG Program once ARRA grant funds have lapsed; and

WHEREAS, recipients of ARRA funds from the City should not anticipate the City will assume responsibility for any program costs funded by ARRA once ARRA funds are spent;

NOW THEREFORE, the parties hereto agree as follows:

This Interagency Agreement contains six Articles:

ARTICLE I: TERM OF AGREEMENT:

The term of this Interagency Agreement shall be in effect from the date it is executed by the SPD Chief of Police, or designee, until February 28, 2013 unless terminated earlier pursuant to the provisions hereof.

ARTICLE II: DESCRIPTION OF SERVICES

The services to be performed under this Agreement shall be conducted for the stated purposes of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5) (the "Recovery Act") and by 42 U.S.C. 3751(a). The stated purposes of the Recovery Act are: to preserve and create jobs and promote economic recovery; to assist those most impacted by the recession; to provide investments needed to increase economic efficiency by spurring technological advances in science and health; to

invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits; and to stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive State and local tax increases.

ARTICLE III: SPECIAL CONDITIONS

1. Funds are provided by the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance solely for the purpose of furthering the stated objectives of the American Recovery and Reinvestment Act. The Recipient shall use the funds to perform tasks as described in the Scope of Work portion of this Agreement.
2. The Recipient acknowledges that because this Agreement involves federal funding, the period of performance described herein will likely begin prior to the availability of appropriated federal funds. The Recipient agrees that it will not hold the Seattle Police Department, the City of Seattle, or the Department of Justice liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Agreement prior to the distribution and availability of federal funds.
3. The Recipient shall comply with all conditions and limitations set forth in the FY 2009 Recovery Act Justice Assistance Grant Program Award #: 2009-SB-B9-0769.

The FY 2009 Recovery Act Justice Assistance Grant Program Award Report #: 2009-SB-B9-0769 is attached to and made part of this agreement, as **Attachment A**. Allocation and use of grant funding must be in accordance with all special conditions included in the Award Report. All Recipients are assumed to have read, understood, and accepted the Award Report as binding.

4. The Recipient acknowledges that all allocations and use of funds under this agreement will be in accordance with the Recovery Act: Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program: Local Solicitation (<http://www.ojp.usdoj.gov/BJA/recoveryJAG/JAGrecoveryLocal.pdf>). Allocation and use of grant funding must be coordinated with the goals and objectives included in the Local Solicitation. All Recipients are assumed to have read, understood, and accepted the Local Solicitation as binding.
5. Recipient agrees to obtain a valid DUNS profile and create an active registration with the Central Contractor Registration (CCR) database no later than the due date of the Recipient's first quarterly report after a subaward is made.
6. The Recipient shall comply with all applicable laws, regulations, and program guidance. A non-exhaustive list of regulations commonly applicable to BJA grants are listed below, including the guidance:
 - (A) Administrative Requirements: OMB Circular A-102, State and Local Governments (10/7/94, amended 8/29/07) (44CFR Part 13)
 - (B) Cost Principles: OMB Circular A-87, State and Local Governments (5/10/04)

- (C) Audit Requirements: OMC Circular A-133, Audits of State, Local Governments, and Non-Profit Organizations (6/24/97, includes revisions in the Federal Register 6/27/03)
- (D) The Recipient must comply with the most recent version of the Administrative Requirements, Cost Principals, and Audit Requirements.
- 1) Non-Federal entities that expend \$500,000 or more in one fiscal year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the Office of Management and Budget (OMB) Circular A-133-Audits of States, Local Governments, and non-Profit Organizations. Non-federal entities that spend less than \$500,000 a year in federal awards are exempt from federal audit requirements for that year, except as noted in Circular No. A-133, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).
 - 2) Recipients required to have an audit must ensure the audit is performed in accordance with Generally Accepted Auditing Standards (GAAS), as found in the Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General and the OMB Compliance Supplement. The Recipient has the responsibility of notifying the Washington State Auditors Office and requesting an audit.
 - 3) The Recipient shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any sub-recipients also maintain auditable records.
 - 4) The Recipient is responsible for any audit exceptions incurred by its own organization or that of its subcontractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report submitted to the Seattle Police Department. The Recipient must respond to requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The City reserves the right to recover from the Recipient all disallowed costs resulting from the audit.
 - 5) If applicable, once any single audit has been completed, the Recipient must send a full copy of the audit to the City and a letter stating there were no findings, or if there were findings, the letter should provide a list of the findings. The Recipient must send the audit and the letter no later than nine months after the end of the Recipient's fiscal year(s) to:
Diane Pilon, JAG Program Manager
Seattle Police Department
610 5th Avenue
PO Box 34986
Seattle, WA 98124-4986
206-386-1996

- 6) In addition to sending a copy of the audit, the Recipient must include a corrective action plan for any audit findings and a copy of the management letter if one was received.
- 7) The Recipient shall include the above audit requirements in any subcontracts.
7. The Recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requirements, including, but not limited to, the provision of any information required for assessment or evaluation of activities within this agreement, for compliance BJA reporting requirements, and with section 1512(c) of the Recovery Act.
8. When implementing funded activities, the Recipient must comply with all applicable federal, state, tribal government, and local laws, regulations, and policies. The Recipient is entirely responsible for determining the Recipient's compliance with applicable laws, regulations and policies, which include, but are not limited to:
 - (A) City of Seattle regulations including, but not limited to:
 - (1) Equal Benefits Program Rules
(SMC Ch.20.45:<http://cityofseattle.net/contract/equalbenefits/>)
 - (2) Women and Minority Owned Affirmative Effort: If a Recipient intends to subcontract out any part of a contract instead of performing the work itself, then the following requirement applies: Consultant shall use affirmative efforts to promote and encourage participation by women and minority businesses on subcontracting opportunities within the contract scope of work. Consultant agrees to make such efforts as a condition of this Agreement.
 - a. Outreach efforts may include the use of solicitation lists, advertisements in publications directed to minority communities, breaking down total requirements into smaller tasks or quantities where economically feasible, making other useful schedule or requirements modifications that are likely to assist small or WMBE businesses to compete, targeted recruitment efforts, and using the services of available minority community and public organizations to perform outreach.
 - b. Record-Keeping: The Consultant shall maintain, for at least 24 months after the expiration or earlier termination of this Agreement, relevant records and information necessary to document all Consultant solicitations to subconsultants and suppliers, all subconsultant and supplier proposals received, and all subconsultants and suppliers actually utilized under this Agreement. The City shall have the right to inspect and copy such records.
 - (3) Licenses and Similar Authorizations: The Consultant, at no expense to the City, shall secure and maintain in full force and effect during the term of this Agreement all required licenses, permits, and similar legal authorizations, and comply with all requirements thereof.
 - (4) Use of Recycled Content Paper: Whenever practicable, Consultant shall use reusable products including recycled content paper on all documents submitted to the City. Consultant is to duplex all documents that are prepared for the City under this Contract, whether such materials are printed or copied, except when impracticable to

do so due to the nature of the product being produced. Consultants are to use 100% post consumer recycled content, chlorine-free paper in any documents that are produced for the City, whenever practicable, and to use other paper-saving and recycling measures in performance of the contract with and for the City.

- (5) Americans with Disabilities Act: The Consultant shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 as amended (ADA) in performing its obligations under this Agreement. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Agreement.
- (6) Fair Contracting Practices Ordinance: The Consultant shall comply with the Fair Contracting Practices Ordinance of The City of Seattle (Chapter 14.10 SMC), as amended.
- (7) Suspension and Debarment: The Recipient certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in transactions by any Federal department or agency. By signing and submitting this Agreement, the Recipient is providing the signed certification setout below. The certification this clause is a material representation of fact upon which reliance was placed when this transaction was entered into.

If it is later determined that the Recipient rendered an erroneous certification, the Federal Government and City may pursue available remedies, including termination and/or debarment. The Recipient shall provide immediate written notice to the City if at any time the Recipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The Recipient agrees by signing this Agreement that it shall not enter into any covered transaction with a person or subcontractor who is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the City.

The Recipient shall include the requirement in this section in any subcontracts.

- (8) In the event of the Recipient's or subcontractor's noncompliance or refusal to comply with any applicable law, regulation or policy, the City may rescind, cancel, or terminate the Agreement in whole or in part. The Recipient is responsible for any and all costs or liability arising from the Recipient's failure to comply with applicable law, regulation, or policy.

ARTICLE IV: SCOPE OF WORK

The Scope of Work of this Agreement and the time schedule for completion of such work is as described in **Attachment B: Recovery Act: Edward Byrne Memorial Justice Assistance (JAG) Grant Formula Program King County Joint Application, Project Narrative and Attachment C: JAG**

Budget Worksheet, as approved by BJA. Exhibit B and Exhibit C are attached to and made part of this agreement.

The work shall, at all times, be subject to the City's general review and approval. The Recipient shall confer with the City periodically during the progress of the Work, and shall prepare and present such information and materials (e.g. a detailed outline of completed work) as may be pertinent, necessary, or requested by the City or BJA to determine the adequacy of the Work or Recipient's progress.

ARTICLE V: PAYMENT

(A) Compensation

The Recipient shall be reimbursed on an actual cost basis. Total compensation under this Agreement is \$161,101.

The Recipient shall incur authorized allowable expenses in accordance with the Program Narrative and Project Budget, as detailed in Exhibits B and C.

The Recipient may request additional reimbursement up to the amount of interest accrued on their portion of the grant award. The City will provide quarterly statements to the Recipient, once the interest balance accrued equals at least \$1,000. Reimbursements will not be made for interest accrued that is less than \$1,000. Reimbursements can be requested, up to the total amount of interest accrued, after the initial quarterly statement has been sent, to perform tasks in accordance with the Program Narrative and Project Budget, as detailed in Exhibits B and C.

The Recipient shall submit invoices not more than monthly, and at least quarterly. After the first quarter, monthly submission is preferred. Invoices are due no later than 30 days after the end of the period in which the work was performed.

No travel or subsistence costs, including lodging and meals, reimbursed with federal funds may exceed federal maximum rates, which can be found at: <http://www.gsa.gov>.

(B) Manner of Payment

The Recipient shall submit reimbursement requests not more than monthly, and at least quarterly. After the first quarter, monthly submission is preferred.

Requests are due no later than 30 days after the end of the period in which the work was performed. Reimbursement request forms are provided. Substitute forms are acceptable.

With each reimbursement request, the Recipient shall submit:

- Detailed spreadsheet of expenditures by task and related financial documents (timesheets, invoices.)
- Project status report.
- These documents and invoices must be kept on file by the Recipient and be made available upon request by the City or to state or federal auditors.

Reimbursement will not be processed without accompanying documentation for the corresponding time period.

Once the above conditions are met, payment shall be made by the City to the Recipient.

Submit invoicing and documentation to:
Diane Pilon, JAG Program Manager
Seattle Police Department
610 5th Avenue
PO Box 34986
Seattle, WA 98124-4986
206-386-1996

ARTICLE VI: AMENDMENTS

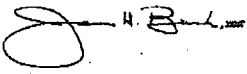
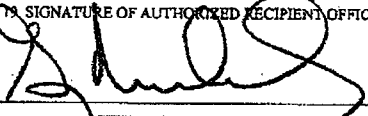

No modification or amendment of the provisions hereof shall be effective unless in writing and signed by authorized representatives of the parties hereto. The parties hereto expressly reserve the right to modify this Agreement, by mutual agreement.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

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1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Seattle 600 4th Avenue 7th Floor P.O. Box 94749 Seattle, WA 98124-4749		4. AWARD NUMBER: 2009-SB-B9-0769	
		5. PROJECT PERIOD: FROM 03/01/2009 TO 02/28/2013 BUDGET PERIOD: FROM 03/01/2009 TO 02/28/2013	
		6. AWARD DATE 06/25/2009	7. ACTION Initial
1A. GRANTEE IRS/VENDOR NO. 916001303		8. SUPPLEMENT NUMBER 00	
		9. PREVIOUS AWARD AMOUNT \$ 0	
3. PROJECT TITLE FY 2009 Recovery Act Justice Assistance Grant Program		10. AMOUNT OF THIS AWARD \$ 4,882,208	
		11. TOTAL AWARD \$ 4,882,208	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY09 Recovery Act (BJA-Byrne JAG) Pub. L. No. 111-5, 42 USC 3750-3758			
15. METHOD OF PAYMENT PAFRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL James H. Burch II Acting Director		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Greg Nickels Mayor	
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL 	19A. DATE 7/27/09
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD. DIV. YEAR CODE ACT. OFC. REG. SUB. POMS AMOUNT 9 B SB 80 00 00 4882208		21. ISBUGT 056 	

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

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PROJECT NUMBER 2009-SB-B9-0769

AWARD DATE 06/25/2009

SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide, Chapter 19.
4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

mail:

Office of the Inspector General
U.S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W.
Room 4706
Washington, DC 20530

e-mail: oig.hotline@usdoj.gov

hotline: (contact information in English and Spanish): (800) 869-4499

or hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

6. **RECOVERY ACT – Conflict with Other Standard Terms and Conditions**
The recipient understands and agrees that all other terms and conditions contained in this award, or in applicable OJP grant policy statements or guidance, apply unless they conflict or are superseded by the terms and conditions included here that specifically implement the American Recovery and Reinvestment Act of 2009, Public Law 111-5 ("ARRA" or "Recovery Act") requirements. Recipients are responsible for contacting their grant managers for any needed clarifications.



Department of Justice
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AWARD CONTINUATION
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PROJECT NUMBER 2009-SB-B9-0769

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SPECIAL CONDITIONS

7. The grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact BJA.

The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

- New construction;
- Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at [website], for programs relating to methamphetamine laboratory operations.

Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

8. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdiction, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.
9. The grantee agrees to comply with all reporting, data collection and evaluation requirements, as prescribed by law and detailed by the BJA in program guidance for the Justice Assistance Grant (JAG) Program. Compliance with these requirements will be monitored by BJA.
10. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.

JS.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

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PROJECT NUMBER 2009-SB-B9-0769

AWARD DATE 06/25/2009

SPECIAL CONDITIONS

11. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.
12. The recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to <http://www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046>.
13. The recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.
14. **RECOVERY ACT - JAG - Trust Fund**
The recipient is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of either the Edward Byrne Memorial Justice Assistance Grant Program (JAG) or Recovery JAG Program. The recipient also agrees to obligate and expend the grant funds in the trust fund (including any interest earned) during the period of the grant. Grant funds (including any interest earned) not expended by the end of the grant period must be returned to the Bureau of Justice Assistance no later than 90 days after the end of the grant period, along with the final submission of the Financial Status Report (SF-269).
15. **RECOVERY ACT - Access to Records; Interviews**
The recipient understands and agrees that DOJ (including OJP and the Office of the Inspector General (OIG)), and its representatives, and the Government Accountability Office (GAO), shall have access to and the right to examine all records (including, but not limited to, books, papers, and documents) related to this Recovery Act award, including such records of any subrecipient, contractor, or subcontractor.

The recipient also understands and agrees that DOJ and the GAO are authorized to interview any officer or employee of the recipient (or of any subrecipient, contractor, or subcontractor) regarding transactions related to this Recovery Act award.
16. **RECOVERY ACT - One-time funding**
The recipient understands and agrees that awards under the Recovery Act will be one-time awards and accordingly that its proposed project activities and deliverables are to be accomplished without additional DOJ funding.



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17. RECOVERY ACT – Separate Tracking and Reporting of Recovery Act Funds and Outcomes

The recipient agrees to track, account for, and report on all funds from this Recovery Act award (including specific outcomes and benefits attributable to Recovery Act funds) separately from all other funds, including DOJ award funds from non-Recovery Act awards awarded for the same or similar purposes or programs. (Recovery Act funds may be used in conjunction with other funding as necessary to complete projects, but tracking and reporting of Recovery Act funds must be separate.)

Accordingly, the accounting systems of the recipient and all subrecipients must ensure that funds from this Recovery Act award are not commingled with funds from any other source.

The recipient further agrees that all personnel (including subrecipient personnel) whose activities are to be charged to the award will maintain timesheets to document hours worked for activities related to this award and non-award-related activities.

18. RECOVERY ACT – Subawards – Monitoring

The recipient agrees to monitor subawards under this Recovery Act award in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the OJP Financial Guide, and to include the applicable conditions of this award in any subaward. The recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of Recovery Act funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

19. RECOVERY ACT – Subawards – DUNS and CCR for Reporting

The recipient agrees to work with its first-tier subrecipients (if any) to ensure that, no later than the due date of the recipient's first quarterly report after a subaward is made, the subrecipient has a valid DUNS profile and has an active registration with the Central Contractor Registration (CCR) database.

20. RECOVERY ACT - Quarterly Financial Reports

The recipient agrees to submit quarterly financial status reports to OJP. At present, these reports are to be submitted on-line (at <https://grants.ojp.usdoj.gov>) using Standard Form SF 269A, not later than 45 days after the end of each calendar quarter. The recipient understands that after October 15, 2009, OJP will discontinue its use of the SF 269A, and will require award recipients to submit quarterly financial status reports within 30 days after the end of each calendar quarter, using the government-wide Standard Form 425 Federal Financial Report form (available for viewing at www.whitehouse.gov/omb/grants/standard_forms/ffr.pdf). Beginning with the report for the fourth calendar quarter of 2009 (and continuing thereafter), the recipient agrees that it will submit quarterly financial status reports to OJP on-line (at <https://grants.ojp.usdoj.gov>) using the SF 425 Federal Financial Report form, not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the grant period.

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21. RECOVERY ACT - Recovery Act Transactions Listed in Schedule of Expenditures of Federal Awards and Recipient Responsibilities for Informing Subrecipients

(a) The recipient agrees to maintain records that identify adequately the source and application of Recovery Act funds, to maximize the transparency and accountability of funds authorized under the Recovery Act as required by the Act and in accordance with 2 CFR 215.21, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations" and OMB A-102 Common Rules provisions (relating to Grants and Cooperative Agreements with State and Local Governments).

(b) The recipient agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. This condition only applies if the recipient is covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

(c) The recipient agrees to separately identify to each subrecipient the Federal award number, CFDA number, and amount of Recovery Act funds, and to document this identification both at the time of subaward and at the time of disbursement of funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.

(d) The recipient agrees to require its subrecipients to specifically identify Recovery Act funding on their SEFA information, similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of Recovery Act funds as well as facilitate oversight by the Federal awarding agencies, the DOJ OIG, and the GAO.

22. RECOVERY ACT - Reporting and Registration Requirements under Section 1512 of the Recovery Act.

(a) This award requires the recipient to complete projects or activities which are funded under the Recovery Act and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.

(b) The reports are due no later than ten calendar days after each calendar quarter in which the recipient receives the assistance award funded in whole or in part by the Recovery Act.

(c) Recipients and their first-tier recipients must maintain current registrations in the Central Contractor Registration (www.ccr.gov) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.

(d) The recipient shall report the information described in section 1512(c) of the Recovery Act using the reporting instructions and data elements that will be provided online at www.FederalReporting.gov and ensure that any information that is pre-filled is corrected or updated as needed.

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23. RECOVERY ACT - Provisions of Section 1512(c)

The recipient understands that section 1512(c) of the Recovery Act provides as follows:

Recipient Reports- Not later than 10 days after the end of each calendar quarter, each recipient that received recovery funds from a Federal agency shall submit a report to that agency that contains--

- (1) the total amount of recovery funds received from that agency;
- (2) the amount of recovery funds received that were expended or obligated to projects or activities; and
- (3) a detailed list of all projects or activities for which recovery funds were expended or obligated, including--
 - (A) the name of the project or activity;
 - (B) a description of the project or activity;
 - (C) an evaluation of the completion status of the project or activity;
 - (D) an estimate of the number of jobs created and the number of jobs retained by the project or activity; and
 - (E) for infrastructure investments made by state and local governments, the purpose, total cost, and rationale of the agency for funding the infrastructure investment with funds made available under this Act, and name of the person to contact at the agency if there are concerns with the infrastructure investment.
- (4) Detailed information on any subcontracts or subgrants awarded by the recipient to include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), allowing aggregate reporting on awards below \$25,000 or to individuals, as prescribed by the Director of the Office of Management and Budget.

24. RECOVERY ACT - Protecting State and Local Government and Contractor Whistleblowers (Recovery Act, section 1553)

The recipient recognizes that the Recovery Act provides certain protections against reprisals for employees of non-Federal employers who disclose information reasonably believed to be evidence of gross management, gross waste, substantial and specific danger to public health or safety, abuse of authority, or violations of law related to contracts or grants using Recovery Act funds. For additional information, refer to section 1553 of the Recovery Act. The text of Recovery Act is available at www.ojp.usdoj.gov/recovery.

25. RECOVERY ACT - Limit on Funds (Recovery Act, section 1604)

The recipient agrees that none of the funds under this award may be used by any State or local government, or any private entity, for construction costs or any other support of any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

26. RECOVERY ACT - Infrastructure Investment (Recovery Act, sections 1511 and 1602)

The recipient agrees that it may not use any funds made available under this Recovery Act award for infrastructure investment absent submission of a satisfactory certification under section 1511 of the Recovery Act. Should the recipient decide to use funds for infrastructure investment subsequent to award, the recipient must submit appropriate certifications under section 1511 of the Recovery Act and receive prior approval from OJP. In seeking such approval, the recipient shall give preference to activities that can be started and completed expeditiously, and shall use award funds in a manner that maximizes job creation and economic benefits. The text of the Recovery Act (including sections 1511 and 1602) is available at www.ojp.usdoj.gov/recovery.

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27. RECOVERY ACT – Buy American Notification (Recovery Act, section 1605)

The recipient understands that this award is subject to the provisions of section 1605 of the Recovery Act ("Buy American"). No award funds may be used for iron, steel, or manufactured goods for a project for the construction, alteration, maintenance, or repair of a public building or public work, unless the recipient provides advance written notification to the OJP program office, and a Grant Adjustment Notice is issued that modifies this special condition to add government-wide standard conditions (anticipated to be published in subpart B of 2 C.F.R. part 176) that further implement the specific requirements or exceptions of section 1605.

Section 1605 of the Recovery Act prohibits use of any Recovery Act funds for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States, subject to certain exceptions, including United States obligations under international agreements.

For purposes of this special condition, the following definitions apply:

"Public building" and "public work" means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

"Manufactured good" means a good brought to the construction site for incorporation into the building or work that has been--

- (1) Processed into a specific form and shape; or
- (2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

"Steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

For purposes of OJP grants, projects involving construction, alteration, maintenance, or repair of jails, detention facilities, prisons, public crime victims' shelters, police facilities, or other similar projects will likely trigger this provision.

NOTE: The recipient is encouraged to contact the OJP program manager – in advance – with any questions concerning this condition, including its applicability to particular circumstances.

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28. **RECOVERY ACT – Wage Rate Requirements under Section 1606 of the Recovery Act**
(a) Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.
- Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR Parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. The standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are to be incorporated in any covered contracts made under this award that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).
- (b) For additional guidance on the wage rate requirements of section 1606, contact your awarding agency. Recipients of grants, cooperative agreements and loans should direct their initial inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.
29. **RECOVERY ACT – NEPA and Related Laws**
The recipient understands that all OJP awards are subject to the National Environmental Policy Act (NEPA, 42 U.S.C. section 4321 et seq.) and other related Federal laws (including the National Historic Preservation Act), if applicable. The recipient agrees to assist OJP in carrying out its responsibilities under NEPA and related laws, if the recipient plans to use Recovery Act funds (directly or through subaward or contract) to undertake any activity that triggers these requirements, such as renovation or construction. (See 28 C.F.R. Part 61, App. D.) The recipient also agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.
30. **RECOVERY ACT – Misuse of award funds**
The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.
31. **RECOVERY ACT – Additional Requirements and Guidance**
The recipient agrees to comply with any modifications or additional requirements that may be imposed by law and future OJP (including government-wide) guidance and clarifications of Recovery Act requirements.
32. **RECOVERY ACT - JAG - Delinquent section 1512(c) reports**
The recipient acknowledges that it has certified that it will comply with all reporting requirements under section 1512(c) of the Recovery Act. (An online reporting mechanism is anticipated to be available for award recipient use by October 10, 2009.) Further to this certification, a failure to comply with the section 1512(c) reporting requirements may, in addition to other penalties, subject the recipient to the following:
(1) After failure to report section 1512(c) data for two consecutive reporting periods, the recipient may be— (a) precluded from drawing down funds under any OJP award, and/or (b) deemed ineligible for future discretionary OJP awards, until such time as the recipient becomes current in its section 1512(c) reporting obligations; and
(2) After failure to report section 1512(c) data for three consecutive reporting periods, the recipient, upon written demand of the Director of BJA, shall return to OJP any unexpended award funds (including any unexpended interest earned on award funds) within 15 calendar days of the date of the demand notice. Thereafter, the recipient's award shall be converted to a cost-reimbursable grant until such time as the recipient becomes current in its section 1512(c) reporting obligations, and remains current for not less than two additional consecutive reporting periods.



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33. Recipient may not obligate, expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has received documentation demonstrating that the state or local governing body review and/or community notification requirements have been met and has issued a Grant Adjustment Notice (GAN) releasing this special condition.

**Recovery Act: Edward Byrne Memorial
Justice Assistance (JAG) Grant Formula Program
King County Joint Application**

Project Narrative

City of Auburn

Project Name: (1) Community Policing, (2) Court System: "Alternatives to Incarceration", and (3) Video Surveillance System

Project Cost: \$161,101

Project Description:

The City of Auburn is submitting a joint application comprised of three programs: 1) Auburn Police Department "Community Policing" program; 2) Auburn Municipal Court's "alternatives to incarceration" mental health and substance abuse program, and 3) installation of a video surveillance system for a new city parking facility.

(1) The City of Auburn will utilize the federal funds received to support "Community-policing" program efforts. The concept of community policing enables officers to work in specific neighborhoods for a protracted period of time, become knowledgeable about neighborhoods and develop individual relationships with residents and business owners. Developing a rapport with the community members allows officers to problem solve with residents as well as build trust and communication while enhancing the officer's ability to recognize those conditions requiring a law enforcement response.

(2) In October, 2005, the Auburn City Council approved the Municipal Court's "alternative to incarceration" mental health/substance abuse program. This innovative "direct treatment release" program was initially administered through a contract with Sound Mental Health (SMH), which has focused on the needs of the mental health and substance abuse population. The program mission is to provide "alternatives to incarceration" services to mentally ill and/or substance abuse offenders by partnering with mental health and substance abuse prevention providers in order to link offenders to services they need to combat their illness and to allow them to function as productive citizens. The Auburn Municipal Court's objective is to provide treatment releases as the preferred intervention whenever possible, contract with mental health and substance abuse treatment providers for treatment services, and leverage state and federal funding sources to support the program.

In 2007 at an expense of \$186,249 from the City of Auburn's General Fund, the Municipal Court was able to complete 224 mental health and drug dependent treatment releases. The large number of releases at a very low net cost per release (\$831.47) was made possible with the support of funds from Washington's General Assistance for the Unemployed (GAU) and General Assistance for those with Social Security Benefits (GAX), and utilization of the Federal Alcoholism and Drug Addiction Treatment Support Act (ADATSA) along with private contracts

and other faith based programs. The 2008 City Budget only provided \$178,879 in funding the Court's mental health services program. The court, however, was still able to complete 238 treatment releases. The 2009 City Budget and the usual State of Washington funding support have already undergone huge cut-backs with more expected at the beginning of the next budget cycle on 7/1/2009. At this time, the State has reduced ADATSA funding by 18% and a similar reduction in GAU/GAX funds has also been imposed. Due to these major cutbacks, several local treatment providers made the decision to close their operations. Through a desperate last chance effort, they remain open because of direct contracts with the City of Auburn. This effort by the City has temporarily addressed their immediate funding needs, but the additional expenditures will exhaust the available City resources before the end of the year making the need for the Byrne Grant critical to sustaining the City's mental health program.

When dealing with mentally ill and/or chemically-dependent criminal defendants, there are only a few program options available to the City: 1) continue to incarcerate them at a significant cost to the community, 2) provide services that, if sustained, have the potential of eliminating the criminal behavior, or 3) do nothing. The City of Auburn has chosen to provide the essential service of attacking the contributory reason for the criminal behavior by focusing on "alternatives to incarceration".

(3) The City of Auburn requests \$71,101 to construct a video surveillance system in the City's new four story parking garage for public safety purposes. The City will design and install a fifty-camera IP-based video surveillance system to provide real-time and recorded video monitoring of the new parking structure. This system will allow public safety to securely view real time and saved video from their patrol cars and desktops. This system will provide 24x7 real-time video surveillance, enhanced law enforcement awareness and response, enhanced information sharing with agencies providing mutual support, direct and indirect job creation in project implementation and promoting a safe environment that will motivate new businesses to locate in the City's downtown.

Program Need:

(1) With the recent economic difficulties facing the City of Auburn, the police department will be required to reduce its allocation of staff and personnel overtime associated with maintaining the community-policing programs. With the funds provided with the Byrne grant, the police department will be able to maintain these programs and assist with stabilizing the overtime budget. These community programs funded primarily with overtime are essential to providing service to the citizens of Auburn in order to maintain strong ties with the community.

(2) Mentally ill/substance abuse offenders are not only incarcerated at a higher rate, the cost of their incarceration is also higher given the need for specialized care, and chemical dependency and psychiatric medications. Quite often these same offenders have concurrent charges in other jurisdictions further complicating any possible release due to bench warrants and other holds. To reduce future incarcerations following an offender's release from jail, it is also imperative to ensure each offender has been linked to appropriate mental health care, substance abuse treatment, and housing. The rationale for focusing on criminal offenders with substance abuse and mental health issues stems from disproportionately high jail usage for such offenders. King County concluded that among inmates with drug or alcohol related charges, those with co-

occurring psychiatric disorders (COD) have nearly doubled the length of stay in King County jails. Furthermore, people with CODs represent 60% of District Mental Health Court cases and 41% of Drug Diversion cases with one-third of those offenders classified as being "homeless".

Approval of this funding grant will meet the purposes of the Recovery Act by:

- Sustaining the successful Municipal Court mental health program; showing competency of the program and the Court's ability to immediately demonstrate positive results.
- Preventing the closing of two provider companies, and sustaining the saving of fifteen (15) jobs of the mental health and substance abuse service providers.
- Providing assistance to stabilize the City budget using alternatives to incarceration to reduce annual General Fund costs by a minimum \$271,000 and ensuing potential job cuts; a 5.4 to 1 fund leveraging.
- Leading to the City's ability to leverage other grants.

(3) The objective of this project is to further enhance safety in our downtown redevelopment efforts. Having a safe downtown will promote the further development of downtown Auburn bringing professional and retail business into our core. As citizens and visitors feel safe coming to the downtown for services, activities and events, businesses will relocate to our downtown providing more jobs.

Having the video system will allow officers more efficient means of crime solving and prevention. With budget shortfalls, this will avoid reduction of other essential services.

Program Activities for 4-Year Grant Period

(1) There are three primary programs that comprise the community-policing portion of Auburn's grant:

Crime prevention Block Watch Meetings: The Auburn Police Department has an active Block Watch program, with over forty organized groups in the city. The Auburn PD takes a unique approach to Block Watch, in that a representative from the Patrol Unit accompanies the Community Programs/Crime Prevention officer to nearly every Block Watch meeting. Having a member of the Patrol Unit on-hand to answer specific questions posed by residents is paramount, as these officers have the most up to date and relevant information possible.

Citizen's Academy: Since 1993, the Auburn Police Department has hosted a Citizen's Police Academy for local residents. The Citizen's Academy is a 12-week program where participants meet once each week from 6:30 – 9:30 p.m. to learn about and interact with Police Department employees, from the Chief of Police to the Volunteer Program Coordinator. Topics of discussion include K-9, Narcotics, Investigations, Firearms/Officer Survival, Records Management, Traffic Enforcement, and Patrol to name just a few. This program has been very successful in educating our community members in terms of the basics of law enforcement, as well as building public trust and support.

Fireworks Safety and Enforcement Program: The Muckleshoot Indian Reservation is located within the city limits of Auburn. Leading up to and including the 4th of July, the members of the Muckleshoot Tribe sell fireworks. The majority of these fireworks are illegal to possess in the City of Auburn, but legal to sell and discharge on the reservation. Each year there are a number of injuries and substantial property damage associated with the illegal discharge of fireworks off

of the reservation land. There have been increasing efforts by the City to reduce the illegal discharge and possession of these fireworks in an attempt to reduce the number of injuries and property damage. This includes extra patrol efforts off of the reservation and a cooperative effort with members of the tribe to educate and safely monitor the sale and discharge of fireworks on the reservation.

(2) The following program activities for the Municipal Court "alternative to incarceration" program will occur during the grant period: 1) execute and maintain contracts with mental health/substance abuse providers in lieu of services and funding that has been cut by the State of Washington and King County; 2) continue to work to prevent the closure of two mental health program operations and to sustain counseling support jobs; 3) seek additional forms of long-term sustainable program funding; 4) provide steps to improve program successes through collaboration of all elements of the municipal court and criminal justice system; and 5) monitor and measure the program outcomes and prepare an annual program achievement report.

(3) The following proposed activities will be accomplished during the grant period: December 2009 – Install and implement base system; January–December 2012 – complete installation of fifty (50) camera system; full operation of equipment and evaluation of program.

Anticipated Coordination Efforts Involving JAG and Related Justice Funds:

(1) The City of Auburn has recently submitted an application under the COPS Hiring Recovery Program requesting eight officers to promote the police department's community policing and problem solving efforts. If awarded these positions the police department has made a commitment to expanding the current Community Response Team, which deals directly with the public to resolve neighborhood problems and build community relationships. There is also a commitment to continue with crime prevention block watch meetings to maintain community involvement in their neighborhoods in an effort to reduce crime.

(2) There are no anticipated coordination efforts involving JAG and related justice funds anticipated for the "Alternatives to Incarceration" program.

(3) There are no anticipated coordination efforts involving JAG and related justice funds anticipated for this "Video Surveillance System" program.

Project Objectives:

(1) The objective of these programs is the ability to maintain the programs and, if possible, increase the frequency of such meetings and efforts in this essential area of law enforcement. These efforts are measurable by the frequency of the meetings and the outcome of those meetings seen in the reduction of specific neighborhood problems. The reduction in these neighborhood problems is essential to law enforcement in that it allows officers to reduce the response times to Part I and Part II crimes. With the efforts of educating and enforcing the public on fireworks safety and laws, the results of these efforts will be measured by a reduction of injuries, property damage and complaints of illegal fireworks discharge. The effectiveness of these efforts will be measured against prior years and modified to be increasingly more effective.

(2) The Municipal Court's mental health program is an essential City service that is comprised of the following objectives: Link non-violent offenders with mental illness and/or substance abuse

problems to appropriate treatment programs; Reduce recidivism of mentally ill and substance abuse offenders, reduce jail costs, minimize drain on the municipal court budget, and sustain jobs; and Continue this essential service without adversely impacting General Fund resources or necessitating increases in citizens' taxes.

In addition, the major objective of providing treatment services for those mental health/substance abuse offenders as the preferred alternative to incarceration is a meaningful and effective program. The Washington State Institute for Public Policy issued a report entitled "Mentally Ill Misdemeanants: An evaluation of Change in Public Safety Policy" which states:

- Treatment group defendants were significantly less likely to be convicted of a subsequent felony crime than comparison group defendants.
- Treatment group defendants were significantly less likely to be convicted of a subsequent misdemeanor or misdemeanor crime against a person than comparison group defendants.
- Treatment group defendants were significantly more likely to receive outpatient community mental health treatment than those in the comparison group.

(3) After many years of neglect, the City's downtown is under extensive revitalization to promote economic development and as a designation as a center for entertainment, including the historic Auburn Ave Theatre and the arts. There is also a large medical campus being expanded in the downtown that will bring more people to our City core. The parking garage is being constructed as a public/private partnership to enhance access and as such having a facility where visitors feel secure is a primary concern. It is estimated that ten (10) direct jobs will be associated with this project and the effects of a safe environment will promote economic development in the downtown creating many more.

Performance Measures:

(1) The following performance indicators are being utilized in order to measure the "community policing" program performance:

a) The number of hours of programming provided will be measured by the number of hours of programming provided to individuals or communities during the reporting period. b) The number of communities that show a desired change in awareness, knowledge, behaviors or procedures will be measured by the number of defined groups that show a desired change in awareness, knowledge, behavior or procedures and number of defined groups served during the reporting period.

On a quarterly basis, there will be a comparison of the number of "block watch" meetings and the results of those meetings in the area of complaints or crime reduction in that neighborhood. This analysis will include crime or complaint rates prior to the block watch meetings in comparison to these issues post the meeting and institution of any programs in the neighborhood. Efforts in fireworks injury and damage reduction will be compared to prior years and will be evaluated to determine more effective courses of action. The Citizen's Academy will be measured by the number of attendees and course evaluations to determine the effectiveness of the academy. The performance of the program will also be measured by the post block watch meetings or other community programs that are established by members who attended the academy.

(2) The following performance indicators are being utilized in order to measure the "alternative to incarceration" program performance:

- a) The number of individuals who completed programming before the reporting period compared to the number of individuals provided programming during the reporting period.
- b) The number of partners who are sharing resources/information and strategies, and total number of taskforce partners.
- c) Cost savings as a result of new systems implemented will be measures by a comparison of dollars expended prior to initiative and dollars expended after initiative.

In addition, the following outcome measures will be utilized to assess the grant objectives:

- a) Number of training hours and persons trained to facilitate ongoing operation of the program.
- b) Number of partnerships and operating agreements developed with jurisdictional stakeholders.
- c) Number of defendants referred, evaluated, approved and opting in/out of the program.
- d) Number and percentage of participating defendants who fail to comply, terminate and/or complete the program.
- e) Follow-up data to include number and nature of subsequent law violations, at 1 yr and 5 yr post-completion.

(3) The following performance indicators are being utilized in order to measure the "video surveillance system" program performance:

- 1) The amount of funds expended on the equipment will be measured against the amount of funds awarded to purchase the equipment.
- 2) The expected change in victimization will be measured by the counts of victims of crime to determine whether the changes in counts reported were in the expected direction.

The Sound Transit Parking Garage located at 110 2nd St SW is a similar size and situated structure compared with the new Parking Garage. The Sound Transit Parking Garage does not have a security camera surveillance system and in 2008 experienced 19 reported crimes against persons and property resulting in over \$60,000 in losses and three assaults. It is expected that a security camera surveillance system in the new ARMC Parking Garage will reduce criminal activity by at least fifty percent (50%) of the 2008 levels recorded in the Sound Transit Garage. In addition, statistics show that areas under surveillance are less likely to be targeted for property and persons crimes.

Project Timeline:

(1) Typically the police department manages and evaluates these programs on a yearly basis. The "Block Watch" programs supported by these funds will be utilized within a year of receiving them and be expended by December 2010. The frequency of community meetings and results of reducing neighborhood crime will be evaluated on a quarterly basis. "Fireworks education and emphasis" will be evaluated immediately following the 2009 4th of July season. The "Citizen's Academy" is held once a year and the goal of completing this academy will be completed by July 2010.

(2) The Municipal Court "alternatives to incarceration" program supported by these funds will be utilized and expended by the end of this fiscal year.

(3) This project will commence as soon as funding is available and be completed within 120 days of the completion of the parking garage. This is estimated to provide ten (10) jobs. As a result of the downtown revitalization, it is estimated that there will be 1,499 jobs created in the downtown.

Description of How Project Meets Recovery Act Guidelines:

All three of these programs will be started, continued and/or completed immediately upon receipt of the grant and will be utilized to maximize job creation/stability and economic benefits. The intent of each program is to reduce calls for service thus allowing officers more time to handle higher priority calls for service, provide for a safer community environment, and provide more efficient, cost effective use of our jails. These programs create an economic benefit to the city and citizens in loss of property, damages and lower crime rates.

(1) These funds positions within the Auburn Police Department that manage these programs will be able to maintain their positions within the police department so the community – officer bond remains intact.

(2) Through the use of scarce resources, the City of Auburn earlier this year stepped up to contract with two additional mental health/substance abuse providers which were about to close their program operations. This action by the City has filled a significant void created by a loss of State and County funding to temporarily save the elimination of fifteen (15) jobs. Funding from this Byrne Grant will allow the City of Auburn to continue to contract with both organizations and sustain these invaluable treatment services and jobs.

(3) With these funds, the City of Auburn will be able to immediately contract with local cabling and CCTV design firms for system installation, configuration, and ongoing maintenance. This will help protect existing jobs and with creation of new employment opportunities. Economic benefits can be enhanced by providing a safe and secure downtown core to attract new businesses and job growth.

Attachment C Project Budget

AUBURN		
A. Personnel		
Name/Position	Computation	Cost
Overtime	\$45.97/Hr. x 870 hrs. of service	\$ 40,000
TOTAL:		\$ 40,000
D. Equipment		
Item	Computation	Cost
Video Surveillance 10-Channel Rack Unit	preliminary vendor estimate	\$ 40,000
Fiber Optic network switch, network equip rack	vendor estimate	\$ 6,700
Pelco analog security cameras	\$487 each x 25	\$ 12,175
250-foot fiber optic cable, UPS battery backup	preliminary vendor estimate	\$ 1,335
Installation of Cameras, cable, equipment	preliminary vendor estimate	\$ 10,891
TOTAL:		\$ 71,101
G. Consultants/Contracts		
Name of Contract/Consultant	Computation	Cost
Mental Health Service Provider Contracts	provider estimate	\$ 50,000
TOTAL:		\$ 50,000
AUBURN TOTAL		\$ 161,101

**General Fund (Police Department, Municipal Court) &
Information Services Fund 2009 Budgets**

Revenues

<u>Items</u>	<u>Amount</u>
<u>General Fund: Fund 001</u>	
Grants - US Dept. of Justise JAG Formula grant	90,000
<u>Information Services: Fund 518</u>	
Grants - US Dept. of Justise JAG Formula grant	<u>71,101</u>
Total Revenues	161,101

Expenditures

<u>Items</u>	<u>Amount</u>
<u>General Fund: Fund 001</u>	
<u>Municipal Court</u>	
Professional Services - mental health/substance abuse services	50,000
<u>Police Department</u>	
Salaries - community policing program	40,000
<u>Information Services: Fund 518</u>	
Capital Outlay - parking garage surveillance camera system	<u>71,101</u>
Total Expenditures	161,101